

Aaron Etra  
240 East 47<sup>th</sup> Street- 12A  
New York, NY 10017  
Tel. 917-856-3500

September 30, 2022

(Via Email to Temporary Pro Se Filing)  
Hon. Valerie Caproni  
U.S. District Court for the Southern District of New York  
40 Foley Square- room 240  
New York, NY 10007

Re: Benthos v. Etra, 20 cv 03384

Dear Judge Caproni,

Please find all the signed escrow agreements that I have in my possession going back to August 2017, which was even before the failed business date with Benthos, comprising of those on the list in your Order and all others in my control.

I carefully went back through each computer screen where this material was stored and what I am producing is what I was able to find. I have attached the list from the August 2<sup>nd</sup> order and am stating specifically what I was able to find and what I have no document for. Sometimes, the client would send a registration fee and not complete the documentation, including a signed escrow agreement, and at other times would send some or even all the documentation without sending the registration fee.

I also want the Court to understand that when I am asked for an agreement from a client to use my services, I send my version (the form which you have seen), but, particularly if the Client is or has an attorney, such as in the case of the first item on the list, Day Law & Associates, they might ask to use their own document. I am submitting now whatever was given to me by them. Also, as already mentioned to the Court, a new operating system from Apple was installed on or about June 29<sup>th</sup> of this year, when so much data was lost. Also, as explained earlier, in the normal course of activity, there was no reason to retain expired agreements for an extended period.

Per your Order, I searched for and was able to find 10 additional agreements on my computer that were not on the court list and not mentioned by Mr. Popovsky. They probably relate to what I described above as clients who sent a signed agreement, but did not complete other aspects of registration, including any payment. They are from: Ian Robert Stewart Jordan, Sue White, Media Leader, Sebastian Santos, Luis Manuel Penisga, Laima Khan, Sort Mao, Kuam Inversiones, Gordon Oliver, and Oleksander Arbetov.

Please also note, as again I have explained, that clients may complete some or even all of the documentation but never send the \$150 registration fee and all too many never use the services during the one-year term.

Please see attached copies of the following 9 escrow agreements from the list in the Order which were the ones of which I received completed versions from the clients: 1, 3, 10, 15, 17, 18, 20, 24, 26 [Note: Some only returned the signature page. The others never returned any signed escrow agreement to me]. Also attached are copies of the 10 additional agreements right behind those on the Court's list.

For the sake of clarity, I have put the name from the list on the escrow agreement to which it applies, as sometime the company name is included, and/or the agreement is blurred, or they only returned the signature page and not the whole agreement.

This effort has taken its toll on my limited energy and eyesight, probing into and extracting from what was left of the material on my computer before being able to present it to Your Honor with the desired comprehensiveness. I have had to forego my religious practice right into this Sabbath night. Now that I have done so, I respectfully request Your Honor, as you thoughtfully stated in your most recent Order, to give me a reasonable amount of time to deal with all open items in this matter after the Jewish Holidays, that is, after the 18<sup>th</sup> of October. Hopefully, all concerned will benefit from a period of peace and non-aggression.

I thank Your Honor in advance for this consideration.

Respectfully submitted,



Aaron Etra

cc. S. Popofsky, Esq.

Encl.: Court List of Escrow Agreements in August 2<sup>nd</sup> order

**COURT ESCROW LIST IN AUGUST 2nd ORDER**

These escrow agreements include, *but are not necessarily limited to*, agreements with:

- 1) Day Law & Associates P.C. (Piermont 2292)<sup>1</sup>
- 2) Renato Corzo (Piermont 2292)
- 3) 1/Goldfinger Enterprise SL (M&T 7045)
- 4) Charles L. Weinstein ITF Marlene Mar (M&T 7045)
- 5) Fisher Enterprise (M&T 3441)
- 6) Oceanix Inc. (M&T 3441)
- 7) Steven Kavanagh (M&T 3441)
- 8) Novavis Medical AG (M&T 3441)
- 9) Pound International Sender (M&T 3441)
- 10) Michael E. Bagley (M&T 3441)
- 11) Alba Lucia Giraldo (M&T 3441)
- 12) Pass LLC (M&T 3441)
- 13) Desmond Hinds (M&T 3441)
- 14) Konrad Jan Banasiak (M&T 3441)
- 15) 1/Borna Tomicic (M&T 3441)
- 16) Tennessee Bar Foundation (M&T 3441)
- 17) Ultima Racing Stable PTE Ltd. (M&T 3441)
- 18) Fiscal Asset Management Europe Pty (M&T 3441)
- 19) George Michael Du Plooy (M&T 3441)
- 20) Patrick Creamer (M&T 3441)

---

<sup>1</sup> The parentheticals reflect the accounts that identify the particular client.

- 21) Timothy L. Sanford (M&T 3441)
- 22) Incept Holdings BVI Ltd. (M&T 3441)
- 23) Charles Nastasi (M&T 3441)
- 24) Eric Valdes (M&T 3441)
- 25) Puerta Del Pacifico (M&T 3441)
- 26) DIZA Marine Services and Surveys (M&T 3441)
- 27) Harold Wright Peavy (M&T 3441)
- 28) John R. Watkins (M&T 3441)
- 29) Peavy & Co., Inc. (M&T 3441)
- 30) Valarie Baptiste Irrevocable Private Trust (M&T 3441)
- 31) Razur 7711 LLC (3441)